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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596628-HII(2)-2025/913.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **87/2021 dated 26.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANTOKH SINGH, VILLAGE CHILLA, POST MANOLI DISTRICT MOHALI. (WORKMAN)

AND

M/S DESH SEWAK PRINTERS LTD. SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman SantokhSingh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Security Guard-cum-Time Keeper on 15.09.1999. The workman remained in uninterrupted employment up to 24.01.2020 when his services were illegally and wrongly terminated by the management. At the time of his termination, he was drawing ` 13,960/- per month as wages. It is stated that he received letter dated 11.02.2020 and 19.02.2020 on the alleged charge of illegal strike and show cause notice which were duly replied by him. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020, vide which it was demanded to increase the wages of all workers to ` 25,000/- per month. The workman refused to sign the paper and thereafter the management terminated the services of the workman vide letter No.DS/2020/228 dated 25.05.2020. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment

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compensation at the time of termination. Violation of the same makes the termination void. Shri Sukhwinder Singh - Personnel Officer was not the competent person to terminate his services as he was not the appointing authority of the workman. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 12.11.2020. The respondent-management neither replied to the demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. The action in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he remained unemployed during the period i.e. from the date of termination till date.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but an abuse of process of law. On 24.01.2020, the workman left his work to indulge himself in the unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar - Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase - I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chosen not to file reply and voluntarily abandoned the service by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, DeshSewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for considerable long period of time for any responsible and interested employee to join back but the workman never came back and filed the present claim statement. Prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also a President of the Union. It is submitted that since there was no dispute with the management,therefore, he would never instigate the workers to go on strike. It is denied for want of

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knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is submitted that letters dated 11.02.2020 and 19.02.2020 were received by the workman and he duly replied to the same. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who has authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The services of the workman were terminated vide letter No. DS/2020/228 dated 20.05.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ?OPW

2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Termination letter No.DS/2020/228 dated 25.05.2020	**Exhibit 'W1'**
Salary slip for the month of December, 2019	**Exhibit 'W2'**
Demand notice dated 05.01.2020 issued by Desh Sewak Employees Union to the G.M., Desh Sewak Association / Printing Limited, Chandigarh	**Exhibit 'W3'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Chetan Sharma - General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents :-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3' to Exhibit 'M11'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to the workman relating to the subject of illegal strike since 24.01.2020 - show cause notice on the letter pad of DeshSewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**

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Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject of show cause notice for absence from duty on the letter pad of DeshSewak Daily	**Exhibit 'M13'**
Copy of postal receipt dated 19.02.2020	**Exhibit 'M13/1'**
Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of DeshSewak Daily	**Exhibit 'M14'**
Copy of postal receipt dated 20.05.2020	**Exhibit 'M14/1'**

During cross-examination MW1 placed on record copy of resolution dated 20.01.2019 passed by DeshSewak Association (AOP) whereby Sukhwinder Singh was authorised as Personnel Officer of the management of DeshSewak vide **Exhibit 'M15';** copy of letter dated 20.01.2019 whereby Sukhwinder Singh was appointed as Personnel Officer vide **Exhibit 'M16'.**

9. The management also examined Umed Kumar and Ram Pal Singh as MW2 and MW3, who tendered in evidence their affidavits Exhibit 'MW2/A' and Exhibit 'MW3/A' respectively. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the management has terminated the services of the workman on 25.01.2020 without any rhyme or reason. The workman is unemployed since his date of termination. He is entitled to reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had himself left the services of the management despite issuance of two notices sent through registered post calling upon him to present himself before the Office and submit reply for remaining absent from his duty. He argued that the workman did not report for duty and therefore, the management was left with no other alternative but to struck off his name from the rolls of the management.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed in consonance with the facts detailed in the claim statement. He deposed that he was appointed by the management as Security Guard-cum-Store Keeper on 15.09.1999 and he remained in un-interrupted employment of the management up to 24.01.2020 and his services were illegally & wrongly terminated vide letter No.DS/2020/220 dated 20.05.2020 (Exhibit 'W1'). At that time, he was drawing ` 13,960/- as monthly wages. He deposed that he received letters dated 11.02.2020 and letter dated 19.02.2020 on the alleged charge of illegal strike and show cause notice, which was duly

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replied by him and received by the management. He also deposed that on 25.01.2020, he was verbally refused work by the management on the pretext that he should withdraw his name from the list of workers, who authorised the Union to serve upon the management demand notice dated 05.01.2020 (Exhibit 'W3'). He deposed that the management has violated Section 25F of the ID Act. He was not issued any charge sheet or memo. No inquiry was held against the workman and he was not paid retrenchment compensation. He deposed that he also served upon the management demand notice dated 12.11.2020 for his reinstatement to which the management neither replied nor took him back on duty. As such, he is entitled to reinstatement with continuity of service and full back wages.

16. On the other hand, Chetan Sharma - General Manager while stepping in to the witness box as MW1 deposed that he was the General Manager / Resident Editor of DeshSewak since the year 2018.He deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging their prompt return to work, the workman along with other co-workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. He testified that in order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase - I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that show cause notices dated 11.02.2020 and 19.02.2020 were issued to the workman through registered post calling upon him to submit his explanation and to come present in the office of AGM but the workman did not pay any heed to it and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up, for considerably long period of time for any responsible and interested employee to join back but he never returned and consequently, his name was struck off from the rolls of DeshSewak vide letter dated 20.05.2020.

17. MW2 Umed Kumar deposed that he was working as Accountant in the DeshSewak. He was also the Cashier of the Union. He stated that on 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of DeshSewak Employees Union since its establishment. Vide his affidavit Exhibit 'MW3/A' corroborated the statement of MW2 by way of examination-in-chief. Further, he deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It transpires from the record that it is the case of the workman that on 15.09.1999, he was appointed as Security Guard-cum-Time Keeper by the management and he has been working with the management since the date of his appointment. The management has stated that he joined on 13.04.2009. No document has been produced by the workman to show that he joined on 15.09.1999.

20. The workman has contended that he was refused work verbally by the management on 25.01.2020 on the pretext that he should withdraw himself from the list of workers, who authorised the Union to serve the demand notice dated 05.01.2020 upon the management. He refused to sign the paper and the management

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refused him work without any rhyme & reason. MW1 Chetan Sharma - General Manager deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar, a co-worker. The said action was very aggressive and it was with a sole purpose to inflict harm upon the organisation and pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. He deposed that the workman did not report to work and matter was formally reported to the SSP, Chandigarh vide letter dated 25.01.2020 as well as SHO, Industrial Area, Phase - I, U.T. Chandigarh. The matter was also reported to the Deputy Commissioner, who further marked it to the Assistant Labour Commissioner, Chandigarh seeking immediate intervention. He deposed that the workman was issued show cause notice vide registered post dated 11.02.2020 calling upon him to resume his duty but he did not join. Subsequently, he was again issued a show cause notice dated 19.02.2020 calling upon him to submit his explanation, failing which the management would be left with no alternative to struck off his name from the rolls of the management. The workman while appearing as AW1 had stated that it was wrong to suggest that on 19.02.2020, the management had issued show cause notice to him though, in his pleadings as well as in affidavit Exhibit 'AW1/A' tendered in his examination-in-chief he stated that he had received letters dated 11.02.2020 and 19.02.2020 on the alleged charge of illegal strike. The management has placed on record show cause notices dated 11.02.2020 and 19.02.2020 (Exhibit 'M12' & Exhibit 'M13'). Exhibit 'M12' sent through registered post (Exhibit 'M12/1') mentioned that the workman has been on illegal strike since 24.01.2020 and it is mentioned in the show cause notice that his act of illegal strike was breach of contract of employment and breach of discipline and he was advised to show cause notice within one week as to why he should not be terminated for having indulged in illegal strike and having caused incalculable losses and if no reply is received within time as stipulated above, the management will took action against him as deemed necessary. In such eventuality, the management will also retrieve the losses suffered by them from his legal dues towards the management. The show cause notice Exhibit 'M13' sent through registered post (Exhibit 'M13/1') also mentioned that the workman was continuously absent from duty since 24.01.2020 and even after several opportunities he was unable to show any justifiable reason for such misconduct. It was mentioned that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the management would be left with no alternative except to conclude that he was absconding from the duty and his name would be struck off from rolls of the Desh Sewak. The management has placed on record the letter dated 20.05.2020 (Exhibit 'M14') along with postal receipt (Exhibit 'M14/1') regarding striking of name of the workman from the rolls of the Company for his illegal strike and also for prolonged abandonment of duties.

21. The workman has contended that on 25.01.2020, he went to attend the normal duty but he was refused work by the management without any reason. He was also not issued any notice at the time of his termination. The management has denied that the workman was ever refused work by the management rather it is stated that he deliberately absented from duty and abandoned his duty. The workman during his oral testimony had admitted that he did not approach any other authority with regard to termination of service except this Court.

22. Learned Representative for the workman again submitted that the workman never received the letters dated 11.02.2020 and 19.02.2020 sent by the management. The management has placed on record the letters dated 11.02.2020 and 19.02.2020 along with their postal receipts. There is nothing on record to show that letters sent through the registered were returned unservedby the Postal Department. No reason has been put forth as to why he did not approach the competent authority after refusal of work on 25.01.2020. Testimony of the workman makes it clear that the workman has abandoned the services at his own and he has not presented himself or made any efforts to resume services after 25.01.2020.

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23. As per testimony of MW1, the workman was issued show cause notices. Receipt of the said show cause noticesstand denied by the workman in his cross-examination though stated to have received in his examination-in-chief still the workman has failed to show that he made any efforts to resume his duty before the issuance of letter dated 20.05.2020. No employer is expected to indefinitely wait for his employee to resume his duties. The workman has failed to join his duty approximately for four months and his absence without any intimation amounts to abandonment of services. There is no evidence on the part of the workman that he was not afforded fair opportunity whereas the management has provided reasonable opportunity to resume his duty by issuing show cause notices. He had chosen not to resume his duty, making management left with no other option but to struck off his name from the rolls of the management. Reliance is placed on the case titled as ***Vijay S. Sathaye Versus India Airlines Limited & Others, (2013)10 SSC 253*** wherein it was held, *"It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer."*

24. In the case in hand, the entire facts & circumstances in totality show that the workman has abandoned his work at his own and his services were terminated for abandoning the work. The act of deletion of name of the workman from the rolls of the management was a consequential action and accordingly, the said issue stands decided against the workman and in favour of the management.

Relife

25. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 26th Novemmber, 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596622-HII(2)-2025/917.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **1/2023 dated 04.12.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

BECHAN, H.NO. 1697-C, SMALL FLATS, DHANAS, CHANDIGARH. (WORKMAN)

AND

M/S DEEPAK FASTENER, PLOT NO. 136-149/57, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS PARTNER / PROPRIETOR (MANAGEMENT)

AWARD

1. Workman Bechanhas presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman submitted that he was appointed by the respondent-management as Haderman on 01.02.1997 and he remained in continuous & uninterrupted employment up to 02.02.2022 when his services were illegally &wrongfully terminated by the respondent-management. At the time of termination, he was drawing `15,000/- per month as wages. The workman submitted that on 02.02.2022, he was called by the respondent-management in his office and without any provocation the management started abusing him and told him not to report for duty on 03.02.2022 onwards as his services were no more required. There was no complaint against his work & conduct from his superiors. His work & conduct was appreciated by all. The workman lodged a complaint dated 09.02.2022 with the Labour Inspector, U.T. Chandigarh but the dispute could not be settled due to adamantbehaviour of the respondent-management. The workman served demand notice dated 18.07.2022 seeking reinstatement but the respondent-management neither denied the contents of the demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the matter could not be settled within stipulated period. Termination is illegal, wrong, motivated and against the principles of natural justice and amounts to unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages as he remained unemployed from the date of termination till date. Hence, the claim statement.

3. The management filed written reply to the claim statement taking preliminary objections inter alia on the ground that the claim statement is abuse of process of law, and the workman has not approached the Court with clean hands. It is denied that he was appointed on 01.02.1997. It is denied that his services were terminated by the management. It is submitted that the workman absented himself from duty w.e.f. 03.02.2022 intentionally without any rhyme & reason, without any information and sanctioned leave and he was making false accusation against the management about misbehaving & abusing and also about working of the workman till 02.02.2022. The management offered him to rejoin his services immediately before the Labour Inspector but he refused to accept the offer of the management. The workman had left at his own and

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abandoned the services with the management and there was no question of illegal, unlawful, wrong and unjustified retrenchment, as alleged. A prayer was made for dismissal of the claim statement.

4. The workman filed rejoinder to the written statement wherein he reiterated the contents of the claim statement and denied the averments made in the written statement.

5. From the pleadings of the parties, following issues were framed for determination vide order dated 19.03.2024 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and what relief he is entitled to ?OPW
2. Whether the workman has no cause of action ?OPM
3. Whether the claim statement is false, frivolous and vexatious ? OPM
4. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered in evidence his affidavit Exhibit 'AW1/A'. He also examined Gurmeet Singh - Assistant office of ESIC, Sector 29, Chandigarh as AW2 and thereafter Learned Representative for the workman closed the evidence in affirmative.

8. In evidence of the management, the management examined Prem Sagar - Labour Inspector, O/o Assistant Labour Commissioner, U.T. Chandigarh as MW1. The management also examined as Vikas Bhatia - Proprietor, M/s Deepak Fastener as MW2, who tendered in evidence his affidavit Exhibit 'MW2/A'. Thereafter, Learned Representative for the management closed the evidence.

9. No evidence in rebuttal has been led by the Learned Representative for the workman.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the workman was appointed by the respondent-management on 01.02.1997 and he had rendered his services to the respondent-management continuously up to 02.02.2022. He argued that his services were illegally & wrongly terminated by the management. The workman is unemployed since the date of his termination and prayer was made for reinstatement along with continuity of service and back wages.

13. On the other hand, Learned Representative for the management submitted that the workman absented himself from duty on 03.02.2022 and despite offer to rejoin the duty, he did not report for duty. He argued that the workman had abandoned his services at his own and a prayer was made for dismissal of the claim statement.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

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15. The workman vide his affidavit Exhibit 'AW1/A' deposed in consonance with the facts detailed in the claim petition. He deposed that he was appointed by the management as Haderman on 01.02.1997 and he remained in continuous & uninterrupted employment up to 02.02.2022 when his services were wrongly & illegally terminated by the management. At that time of termination, he was drawing ` 15,000/- per month as wages.

16. AW2 Gurmeet Singh - Assistant, O/o ESIC, Sector 29, Chandigarh brought the summoned recorded i.e. Form 01 of M/s Deepak Fasteners, Plot No.358, Industrial Area, Phase - II, Chandigarh (Exhibit 'AW2/1'); Company Code No.17/39623/65 dated 28.11.1997 of M/s Deepak Fasteners, Plot No.358, Industrial Area, Phase - II, Chandigarh vide (Exhibit 'AW2/2') and contribution statement of Bechan bearing I.P. No.1708274639 for the period October, 2009 to March, 2024 (Exhibit 'AW2/3'). He deposed that in ESI details of the workman as received from the management, the workman is shown under the scheme from the date of his appointment i.e. 01.02.1997 (Exhibit 'AW2/4').

17. On the other hand, the management examined MW1 Prem Sagar - Labour Inspector, who brought the complete file bearing No.C-31 of 2022 relating to complaint filed by Bechan against M/s Deepak Fasteners consisting documents i.e. complaint dated 09.02.2022 by Bechan, notice bearing Memo No.LI-II(C-31)/2021/114 dated 09.02.2022 from the Labour Inspector to M/s Deepak Fasteners, zimni order dated 28.02.2022, 15.03.2022, 31.03.2022, 06.04.2022, 12.04.2022, 09.05.2022, 15.06.2022, 07.07.2020 and reminder dated 22.06.2022 from the Labour Inspector to M/s Deepak Fasteners, authority letter from Deepak Fasteners in favour of Shri Subhash Chander Gupta and reply dated 06.04.2022 to the complaint (Exhibit 'M2').

18. MW2 Vikas Bhatia vide his affidavit Exhibit 'MW1/2' deposed that the workman was an employee of the management and he absented from duty w.e.f. 03.03.2022 and not interested to work as the workman was asked through Labour Inspector to come and join his duty but he refused to join the management. The workman had filed complaint before the Labour Inspector. He deposed that the management has never terminated the services of the workman rather he has left his job without any intimation to the respondent-management. The workman was going to complete the age of superannuation in the year 2024 and he thought it fit to allege termination so that he could claim terminal benefits. The workman joined the management sometimes in the year 2009 and it was the workman who abandoned the services at his own.

19. It transpires from the record that the workman had stated that the workman had joined the respondent-management as Haderman on 01.02.1997. The respondent-management in its written reply denied that the workman was appointed on 01.02.1997. MW2 Vikas Bhatia during his cross-examination stated that the workman was working with the management since 01.02.1997. AW2 Gurmeet Singh has produced ESI details of the workman (Exhibit 'AW2/4') which shows the IP No.1708274639 with the date of appointment as 01.02.1997. The oral testimony of MW2 coupled with ESI details of the workman (Exhibit 'AW2/4') establish that the workman was appointed by the respondent-management on 01.02.1997.

20. The workman has contended that he has rendered the services to the respondent-management up to 02.02.2022. It is stated by the respondent-management that the workman absented himself from duty w.e.f. 03.02.2022 un-authorisedly and without any rhyme & reason.

21. Learned Representative for the workman submitted that the workman was refused work by the respondent-management. However, Learned Representative for the management submitted that the workman never reported for duty after 02.02.2022 onwards and thereafter, he filed a complaint dated 09.02.2022 before the Labour Inspector, Chandigarh. MW1 has produced on record copy of complaint dated 09.02.2022 (Exhibit 'M1') filed by the workman before the Labour Inspector as well as notices issued by the Labour Inspector to

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M/s Deepak Fastener along with zimni order. The zimni order dated 15.03.2022 mentions that the employer was ready to take back the worker on duty. MW2 Vikas Bhatia in his oral testimony also deposed that the management has asked the workman through the office of Labour Inspector to come and join his duty but the workman had refused to join the management as he was not interested to work further with the management. The reply dated 06.04.2022 (Exhibit 'M2')filed by the management before the Labour Inspector also mentions that the management had asked the complainant Bechan to join duty but he never turned up.

22. Learned Representative for the workman submitted that the management had never called the workman to report for duty and he drew the attention of the Court towards the cross-examination of MW2 Vikas Bhatia, who stated that no letter was written to the workman after 02.02.2022. However, perusal of his cross-examination reveals that he also suffered voluntary statement that he has sent two workers namely Prabhu Ram and Deep Chand at the residence of the workman. The workman testified that the respondent-management has called him in his office on 02.02.2022 and without any provocation started abusing him and he was told not to report for duty on 03.02.2022. The workman has not led any cogent evidence in support of the contention that he was abused by the respondent-management on 02.02.2022. The material on record produced by the management clearly establishes that the management has offered the workman right from the inception to resume duty but the workman did not turn up to join his services despite offer made by the management before the Labour Inspector, U.T. Chandigarh. The management in it's reply filed before this Court, has also stated that the management was ready to allow the workman to join his duty, if he so desired.The aforesaid facts made it clear that the management had never terminated the services of the workman. No evidence has been led by the workman to establish that he has ever presented himself before the management to join duty. As such, the facts & circumstances in totality make it clear that the workman has abandoned the services of the management at his own. Accordingly, the management has not violated Section 25F of the ID Act. The said issue stands decided against the workman and in favour of the management.

Issue No. 2 & 3

23. The management is required to prove both the said issues. Learned Representative for the management has not pressed both the said issues during the course of arguments. As such, both the said issues stand decided accordingly.

Relief

24. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 4th December, 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596606-HII(2)-2025/925.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **31/2023 dated 24.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GAYANI RAM S/O RANN SINGH, HOUSE NO. 171, SECTOR 25-D, CHANDIGARH. (WORKMAN)

AND

1. EXECUTIVE ENGINEER, MUNICIPAL CORPORATION, P.H. DIVISION NO. 1, SUB-DIVISION NO. 4, SECTOR 11, CHANDIGARH.

2. M/S NAIN SERVICES PROVIDER, 288/1, GURDEV NAGAR, ZIRAKPUR, MOHALI, PUNJAB THROUGH ITS PROPRIETOR / MANAGER. (MANAGEMENT)

AWARD

1. Workman Gayani Ram has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman joined the services of the respondent-management No.1 through respondent-management No.2 on contract basis as Multi-Task Worker to work at Public Toilet, Sector 22-23, Chandigarh. Since he was in services of the respondent-management No.2, he was being supposed to be paid salary through contractor as per prevailing DC rates and as per the contract with the respondent-management. He continued to serve the management with sincerity, hard work and dedication. It is submitted that he was paid ` 14,132/- on 14.06.2021 by respondent-management No.2;in the month of July&September, 2021, he was paid ` 13,090/-; in October, 2021 ` 11,000/-; November, 2021, he was paid ` 13,090/- and since December, 2021 to March, 2022 he was paid ` 10,090/-. It is stated that the respondent No.2 did not pay him the salary for the months of April & May, 2022 and he came to know that the respondent No.2 was paying less salary and salary was not paid as per the DC rates. The workman submitted that the respondent-management may be directed to make good, deficient the salary since 14.06.2021 and salary for the month of April and May, 2022 along with interest may be paid to him. The workman averred that the respondents-management had threatened him to indulge in criminal case. The workman raised the demand notice under Section 2A of the ID Act against the respondents-management on 01.09.2022 but the conciliation proceedings went futile. The respondents did not bother to file any comments to the demand notice and the same was closed on 27.12.2022. It is submitted that no proper opportunity was given by the respondents-management before withholding the salary and the respondents may be directed to make the payment. Hence, the claim statement.

3. Respondent-management No.1 filed reply to the claim statement taking preliminary objections inter alia on the grounds that claim statement was frivolous in nature; the workman has not approached the Court with clean hands. He had worked with respondent No.2, who was his employer and his grievances regarding his salary were to be settled by respondent No.2 itself.On merits, it is submitted that the clam statement wasnot maintainable against respondent-management No.1 as he was an employee of contractual agency and answering management, as per case of the workman, has given the contract for operation and

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maintenance of Public Toiletsnear light point Sector 22&23, Sector 23 side, Chandigarh to respondent-management No.2 on yearly basis. The tender was allotted to the contractor on 30.04.2021. A prayer was made for dismissal of the claim application.

4. Respondent-management No. 2 filed separate written statement submitting that the workman joined the office of answering respondent on contract basis from 01.05.2021 to 30.04.2022 and his salary was decided as per DC rates of year 2019-20. Since the date of joining of the workman, answering-management has received several complaints i.e. regarding embezzlement of funds and absence from duty. The management asked workman for clarification as well as explanation with regarding to the complaints received against him and that too within short span of joining. The workman embezzled the amount which was to be deposited in the Government funds. It is stated that Clause 36 of the agreement provided that the agency will charge ` 2/- for use of W.C. and no charges on account of urination will be charged. Those rates were to be mentioned on the toilet block. The informatory sign boards at entrance or appropriate visible place shall be fixed. The credit for user charges has been considered in per month rate of O&MPublic Toilet Block. In case of any variation in the collection charges, no claim whatsoever shall be entertained by the respondent. Water charges has to be collected from the person, who is using the public utilities and that should be duly deposited with the contractor. During the appointment of the workman by the answering respondent, the terms were made clear that the appointment of the workman was for the purpose of Care Taker and for the collection of the charges, which were to be deposited with the management. It is submitted that the workman and another workman namely Simran, who was also working at same public utility defaulted in depositing of water charges to the answering respondent-management. The workmen were called and they gave assurance that they will deposit the amount within short span but they failed to do so. When the workmen were called again for deposition of water charges they revealed that they have used that amount for personal usage. It is submitted that the answering respondent did not force the deposition of due amount in one time and asked the workmen to pay the amount in terms of small installments so that the workman as well as management should not suffer the loss to which the workmen agreed. The management asked the workmen to submit a consenting letter upon which workman Simran gave her consenting letter but the workman Gayani Ram failed to give such letter and threatened the management for filing frivolous claim against them. It is submitted that when the amount with regard to the deposit of water charges was deducted from the salary of the workman, he started threatening management for taking legal action against answering respondent-management. Thereafter, on 20.08.2021, the workman was issued letter for absence from duty and failure to deposit the water charges but the workman did not pay heed to the same. The answering respondent-management issued letter dated 13.10.2021 to the workman stating that the respondent-management has deducted the water charges from his salary till the month of September, 2021. The workman threatened the management that he will report the matter to the Labour Commissioner that he was not given the full salary and on 30.05.2022 the answering respondent vide its letter No.NSP/80 gave final notice to deposit the water charges since May, 2021 till April, 2022 and if he deposited the same, his salary will be released. The said letter was also given to the SSP, Chandigarh and SHO, Police Station, Sector 24, Chandigarh. On 30.06.2022,the workman was again requested to deposit water charges and the said letter was also sent to office of SSP, Chandigarh and SHO, Police Station, Sector 24. On 05.09.2022, the workman was again requested to deposit the water charges. On 27.10.2022,the answering respondent-management give a detailed reply to the demand notice which was initiated by the workman wherein the answering respondent-management took a fair stand that the water charges have to be deposited and if the same are not deposited by the workman, then the management has right to recover the same from the salary of the workman. It is submitted that the workman is still working at the same Public Utility at Sector 22-23, Chandigarh and the same process of deduction from the salary of the workman is being followed as he is habitual in embezzlement of funds. It is submitted that the workman has filed the concocted claim statement in order to harass. Prayer was made for dismissal of the claim statement.

5. The workman filed replication to written statementfiled by management No.1 wherein he reiterated the averments made in claim statement.

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6. From the pleadings of the parties, following issues were framed vide order dated 10.04.2024 :-

1. Whether the workman is entitled to recover any dues / payment from the management, if so, to what effect and what relief he is entitled to ?OPW

2. Whether the workman has not approached the Court with clean hands ?OPM (management No.1)

3. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Attested copy of statement of account for the period 01.01.2021 to 31.12.2022 of my account No.30174002755 maintained with State Bank of India, Sector 23-C, Chandigarh.	**Exhibit 'W1'**
Copy of wage slip for the month of May, 2021	**Exhibit 'W2'**
Certified copy of failure report bearing Memo No.3084 dated 27.12.2022 of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.	**Exhibit 'W3'**
Attested copy of representation dated 21.04.2022 addressed to Assistant Labour Commissioner, U.T. Chandigarh and photocopy of representation dated 13.09.2022 addressed to Assistant Labour Commissioner, U.T. along with attested copy of zimni order dated 14.07.2022 of Assistant Labour Commissioner, U.T. Chandigarh	**Exhibit 'W4'**
Copy of demand notice dated Nil raised by the workman under Section 2A of the ID Act	**Mark 'A'**
Thereafter, the Learned Representative for the workman closed the evidence in affirmative.	

9. In evidence of the respondent-management, management No.2 examined Sunil Nain as MW1, who tendered in evidence his duly sworn-in affidavit Exhibit 'MW1/A' and he also tendered in evidence documents :-

Copy of letter bearing Memo No.492 dated 12.07.2021 from Sub-Divisional Engineer, MCPH, Sub-Division No.22, Chandigarh to M/s Nain Service Provider, Zirakpur	**Mark 'A'**
Copy of letter bearing Memo No.2559 dated 25.02.2021 from Executive Engineer, MCPH, Division No.1, Chandigarh to M/s Nain Service Provider, Zirakpur	**Exhibit 'MW1/1'**
Copy of letter dated 18.03.2021 containing details of break-up rate of wages to be paid to the staff	**Exhibit 'MW1/2'**

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Copy of analysis of rate	**Exhibit 'MW1/3'**
Copy of notice affixed by Nain Service Provider on the entrance door of all the tendered toilets for information to the employees deployed there	**Exhibit 'MW1/4'**
Copy of photographs (20 in number) showing affixation of the above notice at the outer door of the tendered toilets	**Exhibit 'MW1/5'**
Acceptance letter dated Nil received from worker Simran	**Exhibit 'MW1/6'**
Letter Memo No.NSP/80/68 dated 20.08.2021 addressed from the management to the workman regarding absence from duty	**Exhibit 'MW1/7'**
Letter bearing Memo No.NSP/80/108 dated 13.10.2021 issued from the management to the workman regarding non-deposit of WC fee	**Exhibit 'MW1/8'**
Letter bearing Memo No.NSP/80 dated 30.05.2022 issued from management to the workman regarding last intimation	**Exhibit 'MW1/9'**
Another final notice bearing Memo No.NSP/80 dated 05.09.2022 issued from management to the workman under registered cover	**Exhibit 'MW1/10'**
Postal receipt dated 06.09.2022	**Exhibit 'MW1/11'**
Reply bearing Memo No.NSP/80 dated 27.10.2022 to the demand notice raised by the workman filed in proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'MW1/12'**

10. Management No.1 examined Sanjeev Chauhan - Sub-Divisional Engineer as MW2, who tendered in evidence his duly sworn-in affidavit Exhibit 'MW2/A'. He also tendered in evidence copy of allotment of tender bearing Endst. No.5103-09 dated 30.04.2021 allotted to M/s Nain Service Provider (Exhibit 'MW2/1').

11. The Learned Representatives for the respondent-management No.1 as well as respondent-management No.2 closed the evidence on behalf of respondent-management No.1 & 2, vide their separate statements.

12. No rebuttal evidence was led by the Learned Representative for the workman.

13. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

14. The workman is required to prove the said issue.

15. Learned Representative for the workman submitted that the respondent-management has withheld the salary of the workman for the month of April & May, 2022 illegally and they have also made deficient payment of salary since 2021 and he prayed that the respondents may be directed to make payment of the salary.

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16. On the other hand, Learned Representative for the respondent No.1 submitted that the respondent-management No.2 was the service provider and the workman was an employee of respondent-management No.2 and workman has no claim against respondent No.1 and he prayed that the claim statement may be disposed off accordingly.

17. Learned Representative for the respondent No.2 submitted that it was the duty of the workman to deposit the user charges with the contractor. He did not deposit the same and used the amount for his personal benefits and accordingly the workman is not entitled to any relief as prayed by him.

18. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

19. The workman by way of affidavit Exhibit 'AW1/A' deposed that he joined the respondent No.1 through respondent No.2 as Multi-Task Worker to work at Public Toilets, Sector 22-23, Chandigarh and since then he was under the service of respondent No.2 and he was being supposed to be paid salary through contractor as per the prevailing DC rates. He was paid ` 14,132/-on 14.06.2021 by the respondent No.2, in the subsequent monthsof July, 2021 to March, 2022 he was paid less salary, though he has served with the management with full sincerity and utmost devotion. The workman has raised demand notice under Section 2A of the ID Act but the conciliation proceedings went futile and the same were closed on 27.12.2022. It is submitted that his claim falls within the ambit of Section 33C(2) as his salary was fixed and can be calculated in terms of money which was the liability of the respondents to pay.

20. On other hand, MW1 Sunil Nain deposed that the workman was engaged with respondent-management No.2 on a contractual basis from 01.05.2021 to 30.04.2022 and the employment terms including wages were determined in accordance with the prevailing DC rates for the year 2019-20 ensuring compliance with statutory labour regulations. Prior to that engagement, he was employed under another contractor namely Design &Decore indicating his prior familiarity with similar contractual obligations. He deposed that the appointment of the workman was based on transparent terms, which was communicated at the time of joining and accepted by the workman without objection. He deposed that from the very onset of employment of the workman with respondent No.2, the respondent No.2 received multiple complaints both verbal and written specifically relating to financial embezzlement of user charges and un-authorised absence. The management sought repeated clarification and explanations from the workman but the workman failed to do the same. The frequency and severity of those violation occurring in the short period of employment clearly indicate willful negligence, financial mis-appropriation and breach of trust thereby necessitating appropriate corrective measures by the management. It is submitted that respondent-management No.2 initiated a formal audit regarding the collection and deposit of user charges which revealed substantial discrepancies confirming that the workman was engaged in misappropriation and wrongful retention of funds required to be deposited in the Government accounts.

21. MW1 further deposed that on 25.02.2021, the respondent-management No.1 issued formal letter to respondent No.2 requesting a detailed breakup of rates and collection related to the toilet block operations and respondent No.2 duly provided comprehensive and transparent breakdown of rates and collections to respondent-management No.1 and letter dated 18.03.2021 clearly established that water charges were mandated to be collected from the users and deposited with the contractor for onward financial adjustments and at the time of appointment of the workman the respondent-management No.2 had clearly communicated those terms. His primary responsibility included caretaking of toilet block and collecting the prescribed charges, which were to be deposited with the respondent-management and he placed on record the letters dated 25.02.2021and 18.03.2021 in that regard. After receiving the letter from respondent No.1, respondent No.2 took immediate steps to ensure compliance with the mandate collection process and accordingly, respondent-management No.2 official proclaimed and visibly pasted a circular regarding the collection of user charges at

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each & every tendered toilet block and photograph was taken to confirm the circulation of instructions, all the workmen including the workman were clearly advised that the collective charges were duly deposited with the management. It was communicated to all the employees,both verbally and through written notice that collection of ` 6,000/- per month per toilet block was a standard requirement and must be deposited with the management. The workman was also communicated personally in that regard. He deposed that all employees except the workman duly complied with the instructions and deposited collections regularly. The workman along with other workers namely Simran failed to deposit the collected water charges and on summoning they admitted that they have used the funds for personal benefits and assured that they would deposit the outstanding amount within a short period. The respondent-management No.2 allowed them to repay the amount in small manageable installments instead of lump sum repayment. The workman proposed that outstanding amount be deducted from their salary in installments. Respondent No.2 in compliance with standard procedural norms requested the workmen to submit written consent and Simran provided the consenting letter confirming her agreement to salary deduction and the applicant refused to provide the written consent and threatened with legal claims. The respondent-management No.2 even enquired from the previous contractor M/s Design &Decore, who revealed that the workman had similarly engaged in embezzlement of money for personal use and they have recovered the same by deduction from his salary.

22. MW1 deposed that after leaving respondent No.2, the workman proceeded to join M/s Jai Maa, where his dishonest practices continued and it wasrevealed that the M/s Jai Maa was also compelled to deduct money from the salary for the same reason. He deposed that workman's own bank statement is a conclusive proof that he has history of salary deductions due to non-submission of collected funds. He testified that on 20.08.2021, a letter was issued to the workman exclusively addressing his un-authorised absence from duty and continued failure to deposit the collected water charges and similar letter was also issued on 13.10.2021. Respondent No.2 also submitted a copy of letter was sent to the SSP and SHO, Sector 24, Chandigarh and on 30.06.2022 the workman was again given opportunity to rectify his misconduct and he was requested to deposit the outstanding water charges from May, 2021 to April, 2022 and final reminder in good faith was also issued to him on 05.09.2022. He further deposed that on 27.10.2022 in response to the demand notice under Section 29A of the ID Act, the respondent-management No.2 provided a detailed reply establishing its lawful position and took the legal and justified stance stating that water charges collected by the workman were mandatorily required to be deposited with the management, as per contractual and operational framework governing public utility maintenance.

23. MW2 Sanjeev Chauhan- Sub-Divisional Engineer, Municipal Corporation, Chandigarh deposed that the workman was an employee of contractual agency and tender was allotted to the contractor and no job letter was offered by the Municipal Corporation, Chandigarh. He deposed that claim raised against the Municipal Corporation was not tenable. Further, no demand notice from the office of Assistant Labour Commissioner, Chandigarh was received.

24. It transpires from the record that the workman had joined in service on contractual basis with principal employer i.e. respondent-management No.1 through respondent-management No.2. He was engaged as Multi-Task Worker to work at Public Toilets near Sector 22-23, Chandigarh. The tender was allotted to respondent-management No.2 vide endorsement No.5103-09 dated 30.04.2021 (Exhibit 'MW2/1') and the workman was appointed w.e.f. 01.05.2021. As per the contract with the management and as per DC rates, he was paid ` 14,132/- on 14.06.2021 by respondent No.2. The workman has placed on record the salary slip (Exhibit 'W2') showing payment of wages for the month of May, 2021 wherein his net pay has been mentioned as ` 14,132/- and the workman had admitted that the said salary slip was correct.

25. It is the contention of the workman that the workman was paid less salary w.e.f. July, 2021 till March, 2022 and thereafter he was not paid salary for the months of April and May, 2022. The respondent

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No.2 contended that the workman defaulted in deposit of water charges and when he was called, he gave assurance to deposit the same but he failed to do so and thereafter the answering respondent-management No.2 did not force payment at one time and asked him to pay in short installments and the workman asked the management to deduct the outstanding amount from his salary.

26. Learned Representative for the respondent-management No.2 submitted that as per letter dated 18.03.2021 (Exhibit 'MW1/2') water charges amounting to ` 6,000/- per month per toilet block was required to be collected from the users and at the time of appointment of the workman, the terms were duly communicated and mutually agreed upon. However, during his cross-examination the workman stated that he was not told about any collection from user at public toilets and there was no instruction to charge any amount from the users of public toilet. The respondent-management has placed on record the photocopy of notice affixed by Nain Service Provider on the indoor-outdoor of all public toilets (Exhibit 'MW1/4') along with photograph of affixation of notice (Exhibit 'MW1/5'). Admittedly, the workman was working at the public toilet at Sector 22-23, Chandigarh and as per the testimony of MW1 Sunil Nain, prior to engagement by respondent No.2, the workman was engaged by another contractor namely Design & Decore with similar contractual obligations and therefore, the workman cannot take the plea that he was not aware about the instructions to charge any amount from the user of public toilet.

27. It is the case / contention of the respondent-management that the management issued letters to the workman dated 20.08.2021, 13.10.2021, 30.05.2022 as well as 05.09.2022 Exhibit 'MW1/7' to Exhibit 'M1/10' calling upon him to deposit the collection of water user charges from May, 2021 to April, 2022, which he has collected from user / public failing which the respondent-management would have the right to recover pending collection of water user charges from his salary. The workman has stated that he was paid less salary w.e.f July, 2021 to March, 2022 and he gave numerous applications to respondent No.1 to look into the matter but all in vain. The workman has not produced on record any such letter averred to have been moved by him before respondent No.1. Further, the workman has not denied the receipt of any notices (Exhibit 'MW1/7' to Exhibit 'MW1/10'). The workman chose not to file replication to written statement filed by respondent No.2. His affidavit Exhibit 'AW1/A' tendered in examination does not contain any recital to the effect that notices issued by respondent Exhibit 'MW1/7' to 'MW1/10' were never received by him. The workman during his cross-examination stated that he moved representation to respondent No.2 that the deductions were made illegally from the monthly wages and he has moved the said representation in August and September, 2021 and respondent No.2 did not file any reply to the said representations. The workman has failed to produce on record written representations averred to be have been moved by him before the respondent No.2.

28. Learned Representative for the workman submitted that the respondent No.2 has no right to recover the water user charges from the salary of the workman. However, it is the plea of respondent-management No.2 that the workman despite reminders failed to deposit collection charges per toilet block and respondent No.2 in good faith and to avoid immediate hardship to the workman allowed repayment of amount in small manageable installments. MW1 Sunil Nain has placed on record circular Exhibit 'MW1/4' which clearly mentioned that all workerswould collect user charges from the public and hand over to their supervisor on daily / monthly basis and on failure to do so,the company shall take strict action and the Company has reserved its right to terminate their services without any prior notice.

29. Learned Representative for the workman further submitted that there was no notification of Municipal Corporation regarding standard deductions from the monthly wages of the workman and the respondent No.2 has deducted the amount from the salary of the workman illegally. MW1 in his cross-examination admitted that the workman was issued notices but he refused to accept the same. He deposed that he had personally visited to deliver the acceptance letter but he refused to receive and sign the same. From the aforesaid facts, it is clear that the workman was having knowledge of the fact that he was required to

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deposit the collection charges on daily or monthly wages to the Supervisor and in failure to do the same would call serious action against him. There is nothing on record produced by the workman to the effect that he had ever replied to the said notices mentioning his ignorance about instructions regarding the deposit of user charges or explaining reasons for non-deposit of user charge with the supervisory.

30. It is the contention of the workman that he has not been paid the salary for the month of April and May, 2022. He has produced on record his bank statement which shows deposit of salary on 22.04.2022 to the tune of ` 10,090/- and thereafter on 14.07.2022 to the tune of ` 13,522/-. There is no entry in account statement (Exhibit 'W1') reflecting the deposit of salary for the month of April & May, 2022. No reason has been cited by the respondents for non-deposit of salary. The entry dated 14.07.2022 shows the deposit of amount by Jai Maa Enterprises and the entry dated 22.04.2022 shows that the amount was deposited by Nain Service. The respondent No.2 in reply to the demand notice Exhibit 'MW1/12' has stated that the workman was appointed w.e.f. 01.05.2021 to 30.04.2022. The workman during his oral testimony admitted that he was employed by M/s Nain Service Provider w.e.f. 2021 and thereafter w.e.f. year 2022 by the contractor M/s Jai Maa Enterprises. There is no evidence to the effect that he was working with respondent No.2 after 30.04.2022. As such, he is not entitled to any salary for the month of May, 2022. However, he is held entitled to receive unpaid gross salary @ ` 16,053/- for the month of April, 2022, as detailed in Exhibit 'W2', from the respondent-management No.2. Accordingly, the said issue stands decided in favour of the workman and against respondent-management No.2.

Issue No. 2

31. The management No.1 is required to prove the said issue. Learned Representative for management No.1 has not pressed the said issue during the course of arguments. This issue stands disposed off accordingly.

Relief

32. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands allowed to the extent that the workman is entitled to receive unpaid salary @ ` 16,053/- (gross salary) for the month of April, 2022, as detailed in Exhibit 'W2', from the respondent-management No.2. Management No.2 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till it's actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to the concerned Civil Court. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 24th November, 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596625-HII(2)-2025/915.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **90/2021 dated 26.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :\

YAM BAHADUR, H.NO. 5200/3, MODERN HOUSING, MANIMAJRA,CHANDIGARH. (WORKMAN)

AND

M/S DESH SEWAK PRINTERS LTD. SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Yam Bahadur haspresented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'D Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Helper on 13.10.2000. The workman remained in uninterrupted employment up to 20.05.2020 when his services were illegally and wrongly terminated by the management vide letter No.DS/2020/220 dated 20.05.2020 on the alleged charge of owing to illegal strike and for prolonged abandonment of service. At the time of his termination, he was drawing ` 15,495/- per month as wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020, vide which it was demanded to increase the wages of all workers to ` 25,000/- per month. The workman refused to sign the paper and thereafter the management refused him work without assigning any reason and notice. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 09.12.2020. The respondent-management neither replied tothe demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. The action in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he remained unemployed during the period i.e. from the date of termination till date.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but an abuse of process of law. It is submitted that on 24.01.2020, the workman left his work to indulge himself in the unlawful strike, devoid of any discernible

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agenda, incited by an individual Ashok Kumar - Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase - I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chosen not to file reply and voluntarily abandoned the service by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, Desh Sewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for considerable long period of time for any responsible and interested employee to join back but the workman never came back and filed the present claim statement. Prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also a President of the Union. It is submitted that since there was no dispute with the management,therefore, he would never instigate the workers to go on strike. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is stated that letters dated 11.02.2020 and 19.02.2020 were received by the workman and he replied to the same to the satisfaction of the management. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who has authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The work was verbally refused to workman on 25.01.2020 and his services were terminated vide letter dated 20.05.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ?OPW

2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Termination letter No.DS/2020/220 dated 20.05.2020	**Exhibit 'W1'**
Salary slip for the month of December, 2019	**Exhibit 'W2'**

Demand notice dated 05.01.2020 issued by DeshSewak Employees Union to the G.M. Desh Sewak Association / Printing Ltd., Chandigarh\	**Exhibit 'W3'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Chetan Sharma - General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents :-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3' to Exhibit 'M11'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to the workman relating to the subject of illegal strike since 24.01.2020 - show cause notice on the letter pad of DeshSewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**
Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject of show cause notice for absence from duty on the letter pad of Desh Sewak Daily	**Exhibit 'M13'**
Copy of postal receipt dated 19.02.2020	**Exhibit 'M13/1'**
Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily	**Exhibit 'M14'**
Copy of postal receipt dated 20.05.2020	**Exhibit 'M14/1'**

During cross-examination MW1 placed on record copy of resolution dated 20.01.2019 passed by DeshSewak Association (AOP) whereby Sukhwinder Singh was authorised as Personnel Officer of the management of Desh Sewak vide **Exhibit 'M15';** copy of letter dated 20.01.2019 whereby Sukhwinder Singh was appointed as Personnel Officer vide **Exhibit 'M16'.**

9. The management also examined Umed Kumar and Ram Pal Singh as MW2 and MW3, who tendered in evidence their affidavits **Exhibit 'MW2/A'** and **Exhibit 'MW3/A'** respectively. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue Noo. 1

11. The workman is required to prove the said issue.

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12. Learned Representative for the workman submitted that the management has refused work to the workman on 25.01.2020 without any rhyme or reason. The workman is unemployed since his date of termination. He is entitled to reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had himself left the services of the management despite issuance of two notices sent through registered post calling upon him to present himself before the Office and submit reply for remaining absent from his duty. He argued that the workman did not report for duty and therefore, the management was left with no other alternative but to struck off his name from the rolls of the management.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.\

15. The workman while appearing as AW1 deposed in consonance with the facts detailed in the claim statement. He deposed that he was appointed by the management as Helper on 13.10.2000 and he remained in un-interrupted employment of the management up to 24.01.2020 when his services were illegally & wrongly terminated vide letter No.DS/2020/220 dated 20.05.2020 (Exhibit 'W1'). At that time, he was drawing ` 13,410/- as monthly wages (Exhibit 'W2'). He deposed that he received letters dated 11.02.2020 and 19.02.2020 on the alleged charge of illegal strike and show cause notice, which were duly replied by him and received by the management. On 25.01.2020, he was verbally refused work by the management on the pretext that he should withdraw his name from the list of workers, who authorised the Union to serve upon the management demand notice dated 05.01.2020 (Exhibit 'W3'). He deposed that the management has violated Section 25F of the ID Act. He was not issued any charge sheet or memo. No inquiry was held against the workman and he was not paid retrenchment compensation. He deposed that he also served upon the management demand notice dated 09.12.2020 for his reinstatement to which the management neither replied nor took him back on duty. As such, he is entitled to reinstatement with continuity of service and full back wages.

16. On the other hand, Chetan Sharma - General Manager while stepping in to the witness box as MW1 deposed that he was the General Manager / Resident Editor of Desh Sewak since the year 2018.He deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging their prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. He testified that in order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase - I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that show cause notices dated 11.02.2020 and 19.02.2020 were issued to the workman through registered post calling upon him to submit his explanation and to come present in the office of AGM but the workman did not pay any heed to it and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up, for considerably long period of time for any responsible and interested employee to join back but he never returned and consequently, his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020.

17. MW2 Umed Kumar deposed that he was working as Accountant in the Desh Sewak. He was also the Cashier of the Union. He stated that on 24.01.2020, the workman left his work and participated in a

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strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of DeshSewak Employees Union since its establishment. Vide his affidavit Exhibit 'MW3/A' corroborated the statement of MW2 by way of examination-in-chief. Further, he deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It transpires from the record that it is the case of the workman that on 13.10.2000, he was appointed as Helper by the management and he has been working with the management since the date of his appointment. MW1 Chetan Sharma during cross-examination that as per record, workman joined in November, 2000 as Helper. The workman has not placed on record his appointment letter or joining letter to prove that he was appointed by the management on 13.10.2000.

20. The workman has contended that he was refused work verbally by the management on 25.01.2020 on the pretext that he should withdraw himself from the list of workers, who authorised the Union to serve the demand notice dated 05.01.2020 upon the management. He refused to sign the paper and the management refused him work without any rhyme & reason. MW1 Chetan Sharma - General Manager deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar, a co-worker. The said action was very aggressive and it was with a sole purpose to inflict harm upon the organisation and pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. He deposed that the workman did not report to work and matter was formally reported to the SSP, Chandigarh vide letter dated 25.01.2020 as well as SHO, Industrial Area, Phase - I, U.T. Chandigarh. The matter was also reported to the Deputy Commissioner, who further marked it to the Assistant Labour Commissioner, Chandigarh seeking immediate intervention. He deposed that the workman was issued show cause notice vide registered post dated 11.02.2020 calling upon him to resume his duty but he did not join. Subsequently, he was again issued a show cause notice dated 19.02.2020 calling upon him to submit his explanation, failing which the management would be left with no alternative to struck off his name from the rolls of the management. The workman while appearing as AW1 in his cross-examination had denied receipt of said show cause notices dated 11.02.2020 and 19.02.2020, though in his pleadings as well as in his examination-in-chief he admitted the receipt of the said show cause notices. The management has placed on record show cause notices (Exhibit 'M12' & Exhibit 'M13'). Exhibit 'M12' sent through registered post (Exhibit 'M12/1')mentioned that the workman has been on illegal strike since 24.01.2020 and that his act of illegal strike was breach of contract of employment and breach of discipline and he was advised to show cause notice within one week as to why he should not be terminated for having indulged in illegal strike and having caused incalculable losses and if no reply was received within time as stipulated above, the management would took action against him as deemed necessary. In such eventuality, the management will also retrieve the losses suffered by them from his legal dues towards the management. The show cause notice (Exhibit 'M13') sent through registered post (Exhibit 'M13/1') also mentioned that the workman was continuously absent from duty since 24.01.2020 and even after several opportunities he was unable to show any justifiable reason for such misconduct. It was mentioned that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the management would be left with no alternative except to conclude that he was absconding from the duty and his name would be struck off from rolls of the Desh Sewak. The management has placed on record the letter dated 20.05.2020 (Exhibit 'M14') sent through registered post (Exhibit 'M14/1') regarding striking off the name of the workman from the rolls of the management for his illegal strike and also for prolonged abandonment of duties.

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21. The workman has contended that on 25.01.2020, he went to attend the normal duty but he was refused work by the management without any reason. He was also not issued any notice at the time of his termination. The management has denied that the workman was ever refused work by the management rather it is stated that he deliberately absented from duty and abandoned his duty. The workman during his oral testimony had admitted that he had not moved any written application to the management alleging that he was refused work and he did not meet any office bearer of the management alleging that he has been refused work. He even stated that when he was removed from service, thereafter from 21.01.2020 to 30.12.2020 he did not approach the management. The testimony of the workman makes it clear that the workman has abandoned the services at his own and he has not presented himself or made any efforts to resume services after 25.01.2020.

22. As per testimony of MW1, the workman was issued show cause notices. Receipt of the said show cause noticesstand denied by the workman in his cross-examination still the workman has failed to show that he made any efforts to resume his duty before the issuance of letter dated 20.05.2020. No employer is expected to indefinitely wait for his employee to resume his duties. The workman has failed to join his duty approximately for four months and his absence without any intimation amounts to abandonment of services. There is no evidence on the part of the workman that he was not afforded fair opportunity whereas the management has provided reasonable opportunity to resume his duty by issuing show cause notices. He chose not to resume his duty, making the management left with no other option but to struck off his name from the rolls of the management. Reliance is placed on the case titled as ***Vijay S. Sathaye Versus India Airlines Limited & Others, (2013)10 SSC 253*** wherein it was held, *"It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer."*

23. In the case in hand, the entire facts & circumstances in totality show that the workman has abandoned his work at his own and his services were terminated for abandoning the work. The act of deletion of name of the workman from the rolls of the management was a consequential action and accordingly, the said issue stands decided against the workman and in favour of the management. \

Relief

24. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 26th November, 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596631-HII(2)-2025/911.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **85/2021 dated 26.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HOSHIAR SINGH, H.NO. 1571, PHASE - II, RAM DARBAR, U.T. CHANDIGARH. (WORKMAN)

AND

M/S DESH SEWAK PRINTERS LTD. SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Hoshiar Singh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Binder on 01.01.1999. The workman remained in uninterrupted employment up to 24.01.2020 when his services were illegally and wrongly terminated by the management. At the time of his termination, he was drawing ` 15,495/- per month as wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020, vide which it was demanded to increase the wages of all workers to ` 25,000/- per month. The workman refused to sign the paper and thereafter the management refused him work without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 30.12.2020. The respondent-management neither replied the demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. The action in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he remained unemployed during the period i.e. from the date of termination till date.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but an abuse of process of law. It is submitted that the workman was appointed with the respondent-management as Trainee Electrician on 19.09.2006 on his

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application and bio-data provided by him whereas in the claim statement he is claiming to have been appointed as Binder on 01.01.1999. The workman's performance has consistently fallen short of expectations, and there have been recurring instances where his engagement in certain activities had detrimental effects on the functioning of the respondent-organisation. The workman had faced disciplinary action in July, 2018 when he was found stealing 25 liters of diesel from generator set. Taking a liberal view of the situation, the matter was not reported. On 24.01.2020, the workman left his work to indulge himself in the unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar - Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase - I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chosen not to file reply and voluntarily abandoned the service by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, DeshSewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for considerable long period of time for any responsible and interested employee to join back but the workman never came back and filed the present claim statement. Prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also a President of the Union. It is submitted that since there was no dispute with the management,therefore, he would never instigate the workers to go on strike. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is submitted that letters dated 11.02.2020 and 19.02.2020 were never received by the workman. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who has authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The work was verbally refused to workman on 25.01.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW

2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

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7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Demand notice dated 05.01.2020 served by the workers' union upon the management of Desh Sewak Association and Printing Ltd.	**Exhibit 'W1'**
Phamplet issued by the INTUC, AITUC, CITU, AICTU and CTU Punjab	**Exhibit 'W2'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Chetan Sharma - General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents :-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh\	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3'** to **Exhibit 'M111'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to the workman relating to the subject of illegal strike since 24.01.2020 - show cause notice on the letter pad of Desh Sewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**
\Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject of show cause notice for absence from duty on the letter pad of Desh Sewak Daily	**Exhibit 'M13'**
Copy of postal receipt dated 19.02.2020	**Exhibit 'M13/1'**
Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily	**Exhibit 'M14/1'**
Copy of postal receipt dated 20.05.2020	**Exhibit 'M14/1'**

During cross-examination MW1 placed on record copy of resolution dated 20.01.2019 passed by DeshSewak Association (AOP) whereby Sukhwinder Singh was authorised as Personnel Officer of the management of Desh Sewak vide **Exhibit 'M15';** copy of letter dated 20.01.2019 whereby Sukhwinder Singh was appointed as Personnel Officer vide **Exhibit 'M16'.**

9. The management also examined Umed Kumar and Ram Pal Singh as MW2 and MW3, who tendered in evidence their affidavits Exhibit 'MW2/A' and Exhibit 'MW3/A' respectively. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

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10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the management has refused work to the workman on 25.01.2020 without any rhyme or reason. The workman is unemployed since his date of termination. He is entitled to reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had himself left the services of the management despite issuance of two notices sent through registered post calling upon him to present himself before the Office and submit reply for remaining absent from his duty.
He argued that the workman did not report for duty and therefore, the management left with no other alternative but to struck off his name from the rolls of the management. \

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed in consonance with the facts detailed in the claim statement. He deposed that he was appointed by the management as Electrician / Binder vide letter No.355 dated 19.09.2016 (Exhibit 'W1') and he remained in un-interrupted employment of the management up to 24.01.2020 when his services were illegally & wrongly terminated by refusing of work. At that time, he was drawing ` 15,495/- as monthly wages. He deposed that on 25.01.2020, he was verbally refused work by the management on the pretext that he should withdraw his name from the list of workers, who authorised the Union to serve upon the management demand notice dated 05.01.2020 (Exhibit 'W2'). He deposed that the management has violated Section 25F of the ID Act. He was not issued any charge sheet or memo. No inquiry was held against the workman and he was not paid retrenchment compensation. He deposed that he also served upon the management demand notice dated 30.12.2020 for his reinstatement to which the management neither replied nor took him back on duty. As such, he is entitled to reinstatement with continuity of service and full back wages.

16. On the other hand, Chetan Sharma - General Manager while stepping in to the witness box as MW1 deposed that he was the General Manager / Resident Editor of Desh Sewak since the year 2018.He deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging their prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. He testified that in order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase - I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that show cause notices dated 11.02.2020 and 19.02.2020 were issued to the workman through registered post calling upon him to submit his explanation and to come present in the office of AGM but the workman did not pay any heed to it and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up, for considerably long period of time for any responsible and interested employee to join back but he never returned and consequently, his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020.

17. MW2 Umed Kumar deposed that he was working as Accountant in the Desh Sewak. He was also the Cashier of the Union. He stated that on 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

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18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of Desh Sewak Employees Union since its establishment. Vide his affidavit Exhibit 'MW3/A' corroborated the statement of MW2 by way of examination-in-chief. Further, he deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It transpires from the record that it is the case of the workman that on 16.09.2006, he was appointed as Electrician / Binder by the management and he has been working with the management since the date of his appointment. The management in its written reply admitted that he was working as Trainee Electrician since 19.09.2006 and as such, the appointment of the workman with the management is not disputed and denied.

20. The workman has contended that he was refused work verbally by the management on 25.01.2020 on the pretext that he should withdraw himself from the list of workers, who authorised the Union to serve the demand notice dated 05.01.2020 upon the management. He refused to sign the paper and the management refused him work without any rhyme & reason. MW1 Chetan Sharma - General Manager deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar, a co-worker. The said action was very aggressive and it was with a sole purpose to inflict harm upon the organisation and pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. He deposed that the workman did not report to work and matter was formally reported to the SSP, Chandigarh vide letter dated 25.01.2020 as well as SHO, Industrial Area, Phase - I, U.T. Chandigarh. The matter was also reported to the Deputy Commissioner, who further marked it to the Assistant Labour Commissioner, Chandigarh seeking immediate intervention. He deposed that the workman was issued show cause notice vide registered post dated 11.02.2020 calling upon him to resume his duty but he did not join. Subsequently, he was again issued a show cause notice dated 19.02.2020 calling upon him to submit his explanation, failing which the management would be left with no alternative to struck off his name from the rolls of the management. The workman while appearing as AW1 had denied receipt of said show cause notices dated 11.02.2020 and 19.02.2020, though he stated that he received letters on the address mentioned in his Aadhar card and resided at the address given in his Aadhar card. The management has placed on record show cause notices (Exhibit 'M12' & Exhibit 'M13'). Exhibit 'M12' sent through registered post (Exhibit 'M12/1') mentioned that the workman has been on illegal strike since 24.01.2020 and it is mentioned in the show cause notice that his act of illegal strike was breach of contract of employment and breach of discipline and he was advised to show cause notice within one week as to why he should not be terminated for having indulged in illegal strike and having caused incalculable losses and if no reply is received within time as stipulated above, the management will took action against him as deemed necessary. In such eventuality, the management will also retrieve the losses suffered by them from his legal dues towards the management. The show cause notice Exhibit 'M13' sent through registered post (Exhibit 'M13/1') also mentioned that the workman was continuously absent from duty since 24.01.2020 and even after several opportunities he was unable to show any justifiable reason for such misconduct. It was mentioned that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the management would be left with no alternative except to conclude that he was absconding from the duty and his name would be struck off from rolls of the DeshSewak. The management has placed on record the letter dated 20.05.2020 (Exhibit 'M14') along with postal receipt (Exhibit 'M14/1') regarding striking offthe name of the workman from the rolls of the Company for his illegal strike and also for prolonged abandonment of duties.

21. The workman has contended that on 25.01.2020, he went to attend the normal duty but he was refused work by the management without any reason. He was also not issued any notice at the time of his termination. The management has denied that the workman was ever refused work by the management rather it is stated that he deliberately absented from duty and abandoned his duty. The workman during his oral testimony had admitted that he had not moved any written application to the management alleging that he was refused work and he did not meet any office bearer of the management alleging that he has been refused work.

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He even stated that when he was removed from service, thereafter from 21.01.2020 to 30.12.2020 he did not approach the management.

22. Learned Representative for the workman submitted that the workman never received the letters dated 11.02.2020 and 19.02.2020 sent by the management. The management has placed on record the letters dated 11.02.2020 and 19.02.2020 along with their postal receipts. There is nothing on record to show that letters sent through the registered post were returned unservedby the Postal Department. Moreover, it is an admission on the part of AW1 that he used to receive letters at the address mentioned in the Aadhar card and he was residing at the address mentioned in the Aadhar card. No reason has been put forth as to why he did not approach the competent authority after refusal of work on 25.01.2020. It is an admission on the part of the workman that he never approached the management w.e.f. 21.01.2020 to December, 2020 after his removal from service. Testimony of the workman on this aspect makes it clear that the workman has abandoned the services at his own and he has not presented himself or made any efforts to resume services after 25.01.2020.

23. As per testimony of MW1, the workman was issued show cause notices. Receipt of the said show cause noticesstand denied by the workman still the workman has failed to show that he made any efforts to resume his duty before the issuance of letter dated 20.05.2020. No employer is expected to indefinitely wait for his employee to resume his duties. The workman has failed to join his duty approximately for four months and his absence without any intimation amounts to abandonment of services. There is no evidence on the part of the workman that he was not afforded fair opportunity whereas the management has provided reasonable opportunity to resume his duty by issuing show cause notices. He chosen not to resume his duty, making management left with no other option but to struck off his name from the rolls of the management. Reliance is placed on the case titled as ***Vijay S. Sathaye Versus India Airlines Limited & Others, (2013)10 SSC 253*** wherein it was held, *"It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer."*

24. In the case in hand, the entire facts & circumstances in totality show that the workman has abandoned his work at his own and his services were terminated for abandoning the work. The act of deletion of name of the workman from the rolls of the management was a consequential action and accordingly, the said issue stands decided against the workman and in favour of the management.

Relief

25. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 26th November, 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 29th January, 2026

No. 17/ V.A. 4.—Hon'ble the Chief Justice has been pleased to make the following appointments/ promotions to the post of Joint Registrars in Level 24 in the Pay Matrix (initial pay Rs.91500/-) of Punjab Civil Services (Revised Pay), Rules, 2021 on the establishment of this Hon'ble Court w.e.f. 29.01.2026 :-

S. No.	Name of the Officer(s) (Shri)	From	To	Remarks
1	Md. Firoz Khan	Offg. Special Secretary	Offg. Joint Registrar	Against a vacant post
2	Prashant Kapoor	Offg. Special Secretary	Offg. Joint Registrar	Against a vacant post
3	Gopal Krishan	Offg. Special Secretary	Offg. Joint Registrar	Against a vacant post
4	Varinder Singh	Offg. Special Secretary	Offg. Joint Registrar	Against a vacant post
5	Balwant Ranaut	Offg. Special Secretary	Offg. Joint Registrar	Against a vacant post
6	Idris Ahmad	Offg. Deputy Registrar	Offg. Joint Registrar	Against a vacant post

Note : The above appointments/promotions of the Officers are on probation in terms of Rule 23(1) of High Court Establishment (Appointment & Conditions of Service) Rules, 1973.

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration)
for Registrar General

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CHANGE OF NAME

I, Nagendra S/o Surinder R/o House No. 1352-A, Small Flats, Dhanas Chandigarh, have changed to Naginder Kumar.

[250-1]

I, Hardeep Minhas *alias* Tarana Rajput, Daughter of Sh. Sukhvir Singh Minhas, Resident of House No. 2213, Sector 21-C, Chandigarh-160022, have changed my name from Hardeep Minhas/ Tarana Rajput to Sherry Bali.

[251-1]

I, Suresh Kumar Garg S/o Jagan Nath R/o House No. 56, Sector 10-A, Chandigarh, have changed my name to Suresh Kumar.

[252-1]

I, Prabhbir Singh S/o Kulbir Singh R/o H. No. 1518, Sector 18-D, Chandigarh, have changed my name from Prabhbir Singh to Prabhir Singh.

[253-1]

I, Sahil S/o Vipin Kumar R/o House No. 210, Phase-1, Ram Darbar, Chandigarh, have changed my name from Sahil to Sahil Kumar.

[254-1]

I, Sanjeev Kumar S/o Sh. Ramdhari Sharma R/o # 2564, Sector 27-C, Chandigarh, have changed my name from Sanjeev Kumar to Sanjeev Sharma.

[255-1]

I, Manju Kumari W/o Devi Singh R/o House No. 253, Shastri Nagar, Manimajra, Chandigarh-160101, have changed my name from Manju Devi to Manju Kumari.

[256-1]

I, Bihari Kumar S/o Ramesh Kumar, R/o House No. 1516, Ram Leela Ground, Sector 45, Burail Chandigarh, have changed my name to Bihari Shah.

[257-1]

I, Sanjeev Sharma S/o Sh. Ramdhari Sharma R/o # 2564, Sector 27-C, Chandigarh, have changed the name of my daughter Ishita to Ishita Sharma.

[258-1]

I, Sanjeev Sharma S/o Sh. Ramdhari Sharma R/o # 2564, Sectoir 27-C, Chandigarh, have changed the name of my daughter Sidhi to Siddhi Sharma.

[259-1]

I, Rajesh Kumar Nagar Son of Sh. Kanhiya Lal, Resident of House No. 1090, Sector-55, Chandigarh, That I have changed my minor daughter's name from Vasundhara to Vasundhara Nagar.

[260-1]

I, Mohammad Altaf S/o Mohammad Irfan R/o House No. 354/3, Small Flat Maloya, Chandigarh, have changed my minor son name from Mohammad Aaftab to Mohd. Aaftab.

[261-1]

I, Surjeet Singh Rana S/o Panjab Singh R/o House No. 5523, Ambedkar Awas Yojna, Sector 56, Chandigarh, have changed my name to Surjeet Singh.

[262-1]

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I, Sudama S/o Ram Bachan R/o House No. F-405, Sanjay Labour Colony, Industrial Area, Phase-1, Chandigarh, have changed my name to Raj Kumar.

[263-1]

I, Barinder Singh S/o Sh. K.S. Chauhan R/o H. No. 1365, Kishangarh, Chandigarh, have changed my name to Barinder Singh Chauhan for all puroses.

[264-1]

I, Bhavna Banjade Wife of Lakshman Banjade R/o # 3110, Sector 32-D, Chandigarh, have changed my name to Bhawna Banjade.

[265-1]

I, Laxman Banjade Son of Balkirshan Banjade R/o # 3110, Sector 32-D, Chandigarh, have changed my name to Laxman Banjade.

[266-1]

I, Bhuri Kaur W/o Late Sh. Varinder Singh R/o House No. 2439/1, Mariwala Town, Manimajra, Sector 13, Chandigarh, have changed my name to Paramjit Kaur.

[267-1]

I, Deepti Pathak W/o Sh. Om Prakash Sharma R/o # 1613, ESIC Society, Sector 51-B, Chandigarh. I have changed my name from Deepti Pathak to Deepti Sharma.

[268-1]

I, Ganga Ram S/o Munsi Ram R/o House No. 130, Mauli Jagran Chandigarh, have changed my name from Ganga Ram to Ganga Ram Chauhan.

[269-1]

I, Jasvir Kaur W/o Surinderpal Singh, R/o House No. 6745, Sector 56, Chandigarh, have changed my name to Jasbir Kaur.

[270-1]

I, Harshwinder Preet Kaur D/o Baldev Singh R/o # 151/1, Sector 55, Chandigarh, have changed my name to Harshwinder Preet Kaur Sandhu.

[271-1]

I, Balwinder Kaur W/o Baldev Singh R/o # 151/1, Sector 55, Chandigarh, have changed my name to Balwinder Kaur Sandhu.

[272-1]

I, Monika W/o Narinder Kumar Sharma R/o House No. 1817, Samadhi Gate, Manimajra, Chandigarh, have changed my name to Monika Sharma.

[273-1]

I, Narinder Kumar S/o Prem Nath Sharma R/o House No. 1817, Samadhi Gate, Manimajra, Chandigarh, have changed my name to Narinder Kumar Sharma.

[274-1]

I, Mosmeen W/o Sh. Mohd. Aslam R/o House No. 610, Phase-1, Bapu Dham Colony, Sector-26, Chandigarh. That I have changed my name from Mosmeen to Mosmeen Khatoon.

[275-1]

I, Mohammed Aslam S/o Mohd. Yameen R/o House No. 610, Phase-1, Bapu Dham Colony, Sector-26, Chandigarh. That I have changed my name from Mohammed Aslam to Mohd. Aslam.

[276-1]

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I, Sumit S/o Jagdish R/o House No. 2318/2, Sector 45-C, Chandigarh, have changed my name to Sumit Uppal.

[277-1]

I, Baldev Singh S/o Mohinder Singh R/o # 151/1, Sector 55, Chandigarh, have changed my name to Baldev Singh Sandhu.

[278-1]

I, Vinesh Kumar S/o Rajender Singh R/o House No. 2600, Sector 19-C, Chandigarh, have changed my minor daughter name from Himadri to Himadri Malik.

[279-1]

I, Vinesh Kumar S/o Rajender Singh R/o House No. 2600, Sector 19-C, Chandigarh, have changed my minor daughter name from Tanishka to Tanishka Malik.

[280-1]

I, Mohd Nayyer Alam Noori S/o Sahimudeen R/o # 740-C, Small Flats, Dhanas, Chandigarh-160014, have changed my name from Mohd Nayyer Alam Noori to Mo Nayyar Alam.

[281-1]

I, Rajinder Prasad Yadav S/o Ram Ganesh Yadav R/o House No. 1533, Sector 38-B, Chandigarh, have changed my name to Rajinder Parsad Yadav.

[282-1]

I, Shivam S/o Manoj Kumar, House No. 133, Sector 45, Burail, Chandigarh, have changed my name from Shivam to Vivek Kumar.

[283-1]

I, KM Shalu Bharati D/o Satyapal Singh R/o 338/1, VPO, Daria have changed my name from KM Shalu Bharati to Shaloo.

[284-1]

I, Kailash S/o Munna Lal R/o # 4, Bardana Colony, Sector 26, Chandigarh-160019, have changed my name to Kailashan.

[285-1]

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017—Ptg. & Sty. Deptt., U.T., Chd.

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